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ing on an action for damages. *Coyner v. Lynde*, 10 Ind. 282; *Holmes v. Doane*, 9 Cush. 135. A new verbal agreement, which at inception would have no binding force, when acted upon is binding. *Thurston v. Ludwig*, 6 Ohio St. 1. Also a mutual agreement to rescind while an existing contract is still executory is binding. *Thomason v. Dill*, 30 Ala. 454; *Thomas v. Barnes*, 156 Mass. 581. In like manner, a waiver may make the new contract binding, where one party, as in above case, may waive the performance of a contract by the other and assume some new and additional obligation as consideration of performance by the other. *Johnson v. Sellers*, 33 Ala. 265. See Comment, *supra*.

CONTRACTS—VALIDITY—OUSTING COURTS OF JURISDICTION—*GITLER V. RUSSIAN CO.*, 108 N. Y. SUPP. 793. The plaintiffs agreed upon a valuable consideration, to bring no action on a judgment in their favor against the defendants in any courts other than those of Russia. *Held*, that this contract was not void as ousting courts of jurisdiction.

Contracts ousting courts of jurisdiction over future controversies are universally held invalid as interferences with the course of justice. *Chamberlain v. Railroad*, 54 Conn. 472. The reason for this holding seems obsolete. One court, though feeling bound to the rule by the doctrine of *stare decisis*, indicated that were the question *res nova* its decision would have been different. *Delaware, etc., Canal Co. v. Penna. Coal Co.*, 50 N. Y. 250. And consequently, the application of this rule has been narrowed in later decisions. See *Mittenthal v. Mascagni*, 183 Mass. 19. The great weight of authority, however, still declares invalid contracts limiting the jurisdiction over future controversies to particular courts. *Doyle v. Ins. Co.*, 94 U. S. 535; *Reichard v. Ins. Co.*, 31 Mo. 518. These contracts are clearly distinguished from contracts limiting one's right to sue, as in the main case, on a cause of action already determined. The latter may be void on other grounds of public policy. *Kilbourn v. Field*, 78 Pa. St. 194. But as attempts at ouster of jurisdiction they are never invalid. *Montgomery v. Ins. Co.*, 108 Wis. 146; *Railroad v. Harris*, 126 Ind. 7. The main case reverses *Gitler v. Russian Co.*, 106 N. Y. Supp. 886. See 17 YALE LAW JOURNAL, 474.

DEATH—CAUSE—EVIDENCE—*LOUISVILLE & N. R. CO. V. SIMRALL'S ADM'R.*, 104 S. W. 1011 (Ky.). Notwithstanding injuries to his hip and head which the intestate had received in an accident he continued to perform his regular duties as station agent for six